

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

In Re: _____ §
_____ §
_____ § Case No.: _____
_____ §
Debtor(s) §
_____ §

INITIAL NOTICE OF LOAN MODIFICATION MATTER

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THE DEBTOR MAY ENTER THE LOAN MODIFICATION PROGRAM ADOPTED BY THIS COURT WHICH COULD RESULT IN A MODIFICATION OF A LOAN SECURED BY REAL PROPERTY IN WHICH THE DEBTOR OWNS AN INTEREST OR IN OTHER LOSS MITIGATION SOLUTIONS, INCLUDING, WITHOUT LIMITATION, LOAN REFINANCE, FORBEARANCE, SHORT SALE, OR SURRENDER OF THE REAL PROPERTY IN FULL OR PARTIAL SATISFACTION OF THE DEBT SECURED BY THE REAL PROPERTY. SUCH LOAN MODIFICATION OR OTHER LOSS MITIGATION SOLUTION MAY BE APPROVED BY THE COURT WITHOUT FURTHER NOTICE TO PARTIES-IN-INTEREST AND WITHOUT MODIFICATION OF THE CHAPTER 13 PLAN IF THE LOAN MODIFICATION OR LOSS MITIGATION SOLUTION DOES NOT CREATE A MATERIAL ADVERSE IMPACT ON THE TREATMENT OF CREDITOR'S CLAIMS UNDER THE CHAPTER 13 PLAN, OTHER THAN THE LENDER'S; DOES NOT RENDER THE PLAN UNFEASIBLE OR INSUFFICIENT; AND DOES NOT INCREASE OR DECREASE THE PLAN PAYMENT TO THE TRUSTEE.

NO HEARING WILL BE CONDUCTED ON THIS MATTER UNLESS A WRITTEN OBJECTION IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT [INSERT ADDRESS FOR COURT] ON OR BEFORE [INSERT DATE] WHICH IS AT LEAST FOURTEEN (14) DAYS FROM THE DATE OF SERVICE HEREOF.

ANY OBJECTION SHALL BE IN WRITING AND FILED WITH THE CLERK AND SHALL BE SERVED UPON MOVANT(S) AND ANY COUNSEL FOR THE MOVANT(S) PRIOR TO THE OBJECTION DEADLINE SET FORTH HEREIN. IF A TIMELY OBJECTION IS FILED, MOVANT(S) SHALL SET A HEARING ON THIS MATTER. NOTICE OF THAT HEARING WILL BE SERVED ONLY ON A PARTY FILING A WRITTEN OBJECTION.

ANY PARTY THAT DOES NOT FILE A WRITTEN OBJECTION SHALL BE DEEMED TO HAVE CONSENTED TO THE RELIEF SOUGHT HEREIN AND THE COURT MAY

EITHER ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

COMES NOW [insert name of Debtor(s)] (“Debtor”) and files this Initial Notice of Loan Modification Matter and states the following:

1. All capitalized terms which are used in this document are used and defined as in the Loan Modification Program adopted by this Court.

2. The address of the Eligible Property that secures the Eligible Loan is [insert the address of the property].

3. The Lender is [insert name of Lender].

4. The Eligible Property [is] [is not] the Debtor’s(s’) principal residence.

5. The required fees to the Portal Provider have been paid.

6. The Certificate of Document Preparation is attached hereto as Exhibit “A” and is incorporated herein fully by reference.

7. Each Debtor in this Case is proceeding with this Loan Modification Matter in good faith and not for purposes of delay.

8. Any known non-debtor, co-borrower, or co-obligor on the underlying repayment obligation and any known entities with an ownership interest in the Eligible Property are as follows:

[List those persons and entities and describe their obligation or interest. If a claimed interest is disputed, state that.]

9. [Select one:]

Bankruptcy Schedules I and J were filed by the Debtor within six months of the date of filing of this Initial Notice of Loan Modification Matter and are accurate as of the date of the filing of this Notice.

OR

Bankruptcy Schedules I and J were filed by the Debtor more than six months prior to the filing of this Initial Notice of Loan Modification Matter and are accurate as of the date of

the filing of this Initial Notice of Loan Modification Matter and correctly state the current income and expenses of the Debtor.

10. [Select one:]

Counsel for the Debtor accepts the standard fee for representation of the Debtor in this Loan Modification Matter, which is \$2500.00 plus \$100.00 in costs, in addition to the fees and costs incurred in the representation of the Debtor in the Case. Pursuant to the provisions of the Loan Modification Program, this disclosure is deemed to fulfill the requirements of Rule 2016 of the Federal Rules of Bankruptcy Procedure.

OR

Counsel for the Debtor will file a separate fee application for the fees and costs incurred in the representation of the Debtor in this Loan Modification Matter.

Respectfully submitted

If signed in an individual capacity:

[Name of Debtor]

[Name of Debtor]

If signed by Debtor's counsel:

[Debtor's counsel's required signature block]

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a copy of the foregoing was served on all Parties-in- Interest in this Case and anyone who had filed a Notice of Appearance in this Case by [describe method of service], on all known Additional Parties by [describe method of service], and on the Chapter 13 Trustee by [describe method of service], all on the _____ day of _____, 20__.

[Name of person effectuating service]